

ATTACHMENT 3

PERFORMANCE-BASED WORK STATEMENT

2

FOR

***GROUNDS MAINTENANCE SERVICES
FOR VACANT DOD MILITARY FAMILY HOUSING***

KADENA AB

18 JUNE 2008

GROUNDS MAINTENANCE PWS TABLE OF CONTENTS

1. DESCRIPTION OF SERVICES.....	1
1.1. GROUNDS MAINTAINANCE SERVICE.	1
1.2. DEBRIS REMOVAL.....	1
1.3. PRESERVATION OF GOVERNMENT PROPERTY.....	4
1.4. UNACCEPTABLE PERFORMANCE	4
2. SERVICES SUMMARY.....	5
3. GOVERNMENT FURNISHED PROPERTY AND SERVICES.....	7
4. GENERAL INFORMATION.....	7
4.1. ORDERING INFORMATION.....	7
4.2. QUALITY CONTROL.....	7
4.3. QUALITY ASSURANCE.....	7
4.4. ENVIRONMENTAL REQUIREMENTS.....	8
4.5 HOURS OF OPERATION.. ..	8
4.6. EMERGENCY ACTION PLAN.. ..	8
4.7. SECURITY REQUIREMENTS.....	9
4.8. PERFORMANCE OF SERVICE DURING CRISIS OR HEIGHTENED SECURITY	9
4.9. CONTRACT MANAGER.....	9
4.10. CONTRACTOR EMPLOYEES.....	9
4.11.CONTRACOR E-MAIL.....	10
4.12. INTERFACES	10
4.13.WORK CLEARANCE REQUESTS	10
4.14. SAFETY REQUIREMENTS AND REPORTS	10
4.15. JAPANESE ROAD LAWS	10
4.16. REQUIRED INSURANCES.....	11
4.17. TYPHOON PROCEDURES	11
4.18. PHSASE OUT	11
5. APPENDIX	13

1. DESCRIPTION OF SERVICES.

The contractor shall provide all personnel, equipment tools, materials, supervision, and other items and services necessary to provide Grounds Maintenance Services such as; mowing, edging, trimming, and tree, shrub and plant bed work at vacant DoD Family Housing units at the locations listed in Appendix B-1.

1.1 GROUNDS MAINTENANCE SERVICES. The contractor shall be able to perform grounds maintenance as identified in this Performance Work Statement (PWS) on a maximum of 75 square yards per day if required. A schedule will be available for the contractor to pick up 5 days prior to expected completion date on a routine order and within 1 day prior to expected completion date for an emergency order. The Contractor will have 5 working days to complete a routine work order and 1 workday to complete an emergency order.

1.1.1 Mow Grass. The contractor shall mow the grass at each housing unit identified. The contractor shall take precautions to prevent scalping uneven mowing, rutting by equipment and damage to trees, shrubs and all government equipment and property. Grass mowed will be maintained between 2" and 4". All lawns shall be cut within 80 feet of the Military Family Housing (MFH) unit and midway between two MFH units that are less than 160 feet apart. Grounds are policed and all debris removed prior to cutting.

1.1.2. Edging and Trimming. All walkways, sidewalks, building, shrubs, flowerbeds, hedges and curbs shall be edged. Grass shall not extend over edges, grass shall not be cut back from edges of more than 1/2". Remove vegetation from expansion joints and cracks in edged surfaces.

1.1.3. Weeding. At all houses designated as General Officers Quarters (GOQ) and Senior Officers (SOQ) shall have all weeds including roots removed from all plant beds, including flowerbeds. These houses will be individually identified. All weeds shall be removed or eradicated manually or mechanically, but not chemically. Flowerbeds shall be pruned as required maintaining clearances of a minimum of three (3) inches from buildings, sidewalks, or other obstructions.

1.1.4. Trees, Hedges and Shrubs Service. Trim grass and other vegetation around trees, shrubs, hedges, buildings, fences, poles, posts, fire hydrants, parking lot bumper blocks, boulders, and other fixed obstacles. Shrubs on all grounds areas shall be pruned and trimmed to maintain their natural growth characteristics, remove dead or dying branches and plant material. The vegetation including tree twigs to a height of 1" to 5" above the ground shall be cut and removed; at no time will new growth exceed five (5) inches. Tree roots shall be removed. All shrubs shall be pruned to provide a minimum clearance of 6" from buildings curbs, sidewalks and other structures. Hedges on all grounds areas shall be maintained to their original height and shape. When new growth on hedges two (2) feet or smaller reaches three (3) inches hedges shall be trimmed. All other hedges are trimmed when new growth reaches 5 inches. Hedges shall be free of litter, weeds, and debris.

1.1.5. Broadleaf, Evergreens and Perennial Flowers shall have all dead plant material removed during normal operations. Minimum clearance from buildings, sidewalks, and other obstructions shall be three (3) inches.

1.2 Debris Removal. Grass clippings, and plant trimming shall be collected immediately upon completion of grounds maintenance at each housing unit, this includes sweeping of debris and grass clippings on sidewalks. All debris and trash found on cutting area will be collected prior to cutting and disposed of with grass clippings.

1.2.1. Grass clippings shall also be removed from French drains, catch basins, storm drains, drainage ditches and all paved surfaces adjacent to grounds areas covered in this contract.

1.2.2. Remove and dispose of tree limbs (less than 6 ft. long or less than 70 lbs.), dry brush, fallen leaves, rocks, rodent habitats, paper, bottles, and cans, etc.

1.2.3. The contractor shall dispose clippings and all debris collected from grounds during normal operations at a location off of the U.S. Government installation in accordance with all local prefecture laws.

1.3. PRESERVATION OF GOVERNMENT PROPERTY.

1.3.1. Damages. The contractor shall be responsible for all damages resulting from the contractor's operation and shall report them to the Quality Assurance Personnel (QAP) upon occurrence. Any damage shall be repaired within seven (7) calendar days upon notification from the QAP at no additional cost to the government. Repair shall be equal to or better than the original condition and be subject to approval of the QAP.

1.3.1.1. Damage to trees and shrubs from trimming shall be repaired by the contractor. If a plant should die or become unhealthy due to damage, the contractor shall be responsible for replacement of the damaged plant with a plant of same size and type. Plant replacement shall occur within 15 days of noticed damage.

1.3.2. Scalping. Precautions shall be taken to prevent scalping due to uneven mowing. Should scalping occur, the contractor shall be responsible for immediate replacement, reseeding or sodding the area to return it to its original condition.

1.3.3. Rutting of Grounds Surface. Precautions shall be taken to prevent rutting of grounds surfaces saturated with water due to rain or other means. If saturation persists, preventing grounds maintenance services to be performed the contractor shall document the circumstances of non-performance and submit to the QAP. Documentation provided within 24 hours to the QAP shall include, as a minimum, location of non-performance and dates of scheduled/attempted performance.

1.4. UNACCEPTABLE PERFORMANCE. If any inspection indicates unacceptable performance, the QAP will notify the contractor's manager or Quality Control Inspector (QCI) of the deficiencies and have them corrected. Contractor will be given two hours to correct deficiencies. The QAP will not issue a receiving report indicating acceptance for payment for these services unless they are completed on time and in accordance with PWS requirements.

2. SERVICE SUMMARY.

The Contractor service delivery requirements are summarized into performance objectives that relate directly to standards of performance required to meet mission essential needs. For the Performance Objective to be met, service delivery must be in substantial compliance with applicable performance standards. The Performance Threshold describes the minimum overall levels of service delivery required for acceptable quality control. Failure to meet these Performance Thresholds means that contractor Quality Control is unacceptable.

Performance Objective	PWS Para. Reference	Performance Threshold
Timely response	1.1	Meets standards 95% of the time
Grass is maintained within proper height 2" and 4" and specific lawn area serviced.	1.1.1.	Meets standards 90% of the time
Edging and Trimming - Grass shall not extend over edges and not be cut back from edges of more than 1/2".	1.1.2.	Meets standards 90% of the time
Weeding – remove weeds/roots	1.1.3.	Meets standards 90% of the time
Trees, Hedges and Shrubs Service – meet established heights and clearances	1.1.4. – 1.1.5.	Meets standards 90% of the time
Debris Removal	1.2	Meets standards 90% of the time

3. GOVERNMENT FURNISHED PROPERTY AND SERVICES.

This section does not apply to this requirement.

4. GENERAL INFORMATION

4.1 ORDERING SERVICES: QAPs are authorized to place orders for service under this agreement. The contractor will meet with the QAPs on a daily basis to pick up schedules.

4.1.1. For each unit on the schedule, contractor will prepare ticket for QA personnel to inspect for compliance. Upon completion of inspection, inspector will sign the applicable blocks and retain a copy for the file, and return the original copy to the company for billing purposes.

4.1.2. Each ticket will contain the following information: Order Number, Date the order was placed, House number, Completion date, Signature block for QA personnel to accept services.

4.2. QUALITY CONTROL.

4.2.1. As a minimum, the contractor's Quality Control procedures shall address the areas identified in the Service Summary (SS).

4.2.2. The contractor's QCP shall contain, as a minimum, the following items:

a. A description of the inspection system to cover all services. Description shall include the specific areas to be inspected on a scheduled and unscheduled basis, frequency of inspections, and the title and organizational placement of the inspector(s).

b. A description of the methods to be used for identifying and preventing defects in the quality of service performed.

c. A description of how the records will be kept. Records must document all inspections and corrective or preventive actions taken.

4.2.3. Records of inspections shall be kept and made available to the Government throughout the contract performance period and for the period after contract completion until final settlement of any claims under this contract.

4.3. QUALITY ASSURANCE.

4.3.1. The government will evaluate the contractor's performance by appointing a QAP representative(s) to monitor performance and ensure services are received. The QAP will evaluate the contractor's performance through inspections and receipt of customer complaints.

4.3.2. The government may inspect each task and increase the number of quality control inspections if deemed appropriate due to repeated nonconformance. The contractor shall be responsible for initially validating customer complaints. However, the QAP will make the final determination of the validity of customer complaints.

4.3.3. The Quality Assurance Personnel (QAP) is the authorized government representative(s) who will perform assessments of the contractor's performance. Subsequent to contract award, the identity of the QAP(s), with a letter defining their duties and authority will be promptly furnished to the successful bidder.

4.3.4. The QAP(s) or alternate(s) will inform the contract manager in person when discrepancies occur and will request corrective action. The QAP(s) or alternate(s) will make a notation of the discrepancy on their surveillance checklist with the date and time the discrepancy was noted and will request the contract manager (or authorized representative) to initial the entry on the checklist.

4.3.5. Any matter concerning a change to the scope, prices, terms or conditions of this contract shall be referred to the Contracting Officer and not to the QAP(s).

4.3.6. The services to be performed by the contractor during the period of this contract shall at all times and places be subject to review by the Contracting Officer or authorized representative(s).

4.4. ENVIRONMENTAL REQUIREMENTS.

4.4.1. The contractor shall be knowledgeable of and comply with all Department of Defense and Japan Environmental Governing Standards chapter 7 Solid Waste requirements regarding environmental protection. In the event environmental laws, regulations, or requirements change during the term of the contract, the contractor shall comply with such changes. Upon receipt of any such change, the contractor has 30 calendar days to request an equitable adjustment, if necessary, to comply with a newly applicable environmental rule.

4.4.2. If the contractor spills or releases any substance listed in the Japan Environmental Governing Standards appendix A into the environment, the contractor shall immediately report the incident to the QAP. If the QAP is unavailable the contractor shall call 18 CES Customer Service to report the incident at 634-2424. The liability for the spill or release of such substances rests solely with the contractor and its agent.

4.5. HOURS OF OPERATION.

4.5.1. Contractor shall perform grounds maintenance services required under this contract between the hours: Monday through Saturday, except legal holidays: 0800-1800hours. The contractor shall notify the QAP if he/she desires to perform services other than the hours and days stated in this paragraph.

4.5.2. Holidays.

4.5.2.1. The contractor is not required to provide service, except as noted on the following U.S. holidays:

First Day of January	New Years Day
Third Monday of January	Martin Luther King's Birthday
Third Monday of February	President's Day
Last Monday of May	Memorial Day
4 July	Independence Day
First Monday of September	Labor Day
Second Monday of October	Columbus Day
11 November	Veteran's Day
Fourth Thursday of November	Thanksgiving Day
25 December	Christmas Day

* If a holiday falls on Saturday it will be observed the proceeding Friday. If a holiday falls on a Sunday it will be observed the following Monday.

4.6. EMERGENCY ACTION PLAN.

4.6.1. The contractor shall prior to the first day of the first performance period provide the CO an Emergency Action Plan. The Emergency Action Plan shall include fire prevention, response procedures, and contact numbers for the Kadena AB Fire Department. The Emergency Action Plan once approved by the CO shall be implemented by the contractor at the start of the first performance period.

4.7. SECURITY REQUIREMENTS.

4.7.1. Security and base access requirements are contained in clause 5352.242-9000 "Contractor Access to Air Force Installations." Contractor employees shall be required to obtain

and display identification badges. Anticipate delays in getting commercial vehicles on base and allow time for commercial vehicles to reach their destination by driving designated routes at posted speed limits through out the base. Procedures for commercial vehicle access to the base are subject to change without prior notice. The contractor shall be responsible for safeguarding all government property provided for contractor use. At the end of each work period, all government facilities, equipment and materials shall be secured.

4.7.2. The following phone numbers are furnished:

	<u>Kadena AB</u>	<u>Marines</u>	<u>Army</u>
EMERGENCY	911	911	911
Provost Marshall	645-3504	644-4700	644-4700
Fire Protection	634-2351	645-3776	644-4677
Security Police	634-2476	645-7441	644-4715
Interpreter	634-1880		

4.8. PERFORMANCE OF SERVICE DURING CRISIS OR HEIGHTENED SECURITY.

In the event of a crisis declared overseas or in the United States, not affecting the local area, the contractor shall perform all services required in this contract unless and until notified otherwise by the contracting officer. Upon termination of employment, the contractor shall be responsible for returning identification cards and base passes to Security Forces within 24 hours.

4.9. CONTRACT MANAGER.

4.9.1. The contractor shall provide a contract manager and alternate contract manager (responsible in the absence of the contract manager) who shall be responsible for the performance of the services. The names of the contract manager and alternate(s) shall be provided to the CO in writing prior to the beginning of the first performance period. The contract manager and alternate(s) must be able to read, write, speak, and understand English.

4.9.1.1. The contract manager and alternate shall have full authority to act for the contractor on all contract matters relating to daily operations of this contract.

4.9.1.2 The contract manager or alternate shall be available during normal duty hours within two (2) hours to meet on the installation with government personnel (designated by the CO) to discuss problems. After normal duty hours the manager or alternate shall be available within four (4) hours.

4.10. CONTRACTOR EMPLOYEES.

4.10.1. The contractor shall not employ persons for work on this contract if such employee is identified to the contractor by the CO as a potential threat to the health, safety, security, general well being or operational mission of the installation and its population.

4.10.2. Contractor personnel shall present a neat appearance and be easily recognized as contractor employees. This may be accomplished by wearing distinctive clothing bearing the name of the company or by wearing appropriate badges, which contain the company name and employee name in English.

4.10.3. The contractor shall not employ any person who is an employee of the U.S. Government if employing that person would create a conflict of interest. Additionally, the contractor shall not employ any person who is an employee of the Department of the Air Force, either military or civilian, unless such person seeks and receives approval according to DOD 5500-7-R Joint Ethics Regulation. The contractor shall not employ any person who is an employee of the Department of the Air Force if such employment would be contrary to the policies in AFI 64-106.

4.10.4. The contractor is cautioned that off-duty active military personnel hired under this contract may be subject to permanent change of station, change in duty hours or deployment. Military Reservists and National Guard members may be subject to recall to active duty. The abrupt absence of these personnel could adversely affect the contractor's ability to perform; however, their absence at any time shall not constitute an excuse for nonperformance under this contract.

4.11. CONTRACTOR E-MAIL.

4.11.1. The contractor shall have the capability to transmit and receive documents using electronic digital media with the following English Language Software: Microsoft Excel for Windows XP or latest version; and Adobe Acrobat Reader. The contractor shall have the capability to send and receive e-mail. E-mail addresses for the government personnel and contractor personnel will be exchanged during the pre-performance conference.

4.12. INTERFACES.

4.11.1. Do not unduly interfere with regularly scheduled Government operational activities in the performance of contract requirements. In the event a Government supervisor so requests, temporarily cease work in the area and report the instructions, to include name of the Government person involved, to the Contracting Officer immediately by the most expedient means. Notify the Contracting Officer verbally of disputes with customers or other base contractors and follow-up in writing.

4.13. WORK CLEARANCE REQUESTS.

4.13.1. Obtain an approved Work Clearance Request for all work which involves excavation including minor digging. Digging permits are available, contact QAP for procedures to obtain a digging permit.

4.14. SAFETY REQUIREMENTS AND REPORTS.

4.14.1. Perform work in a safe manner as required by OSHA 2206, General Industry, Occupational Safety and Health Standards (29 CFR 1910) and Japan Environmental Governing Standards (JEGS) by US Force Japan. Provide a verbal report to the Contracting Officer as soon as possible of each occurrence of damage to Government property or an accident resulting in death, injury, occupational disease, or adverse environmental impact. Provide a completed copy of required Accident Investigation Reports to the Contracting Officer within five calendar days of each occurrence.

4.15. JAPANESE ROAD LAWS

4.15.1. The contractor shall comply with Japanese Road Laws while on US Military installations to specifically include: Article 43 The Road Law (Japan) (prohibited acts relative to roads). No person shall commit the following described acts:

4.15.1.1. Damaging the road, causing roads to be littered with debris, polluting the roads with debris or fall out from motor vehicles or otherwise defacing roads unreasonably or without due cause.

4.15.1.2. Article 43-2 (Measures to be taken to prevent cargo or things loaded on motor vehicles from falling out). The agency managing a road may take action when there is reasonable cause for him to feel that items or cargo being carried in or on a motor vehicle may fall out and damage, pollute, or otherwise deface the road in such manner as to hinder or obstruct the traffic, order the operator of the vehicle in question to take steps or measures necessary to prevent occurrence of

such hindrance by stopping operation of the vehicle, or correcting the method of loading or traveling or operation of the vehicle.

4.16. REQUIRED INSURANCE *(In addition to that required by Japanese Law)*

4.16.1. The Contractor shall procure and maintain during the entire period of his performance under this contract the following minimum insurance on each vehicle used by the Contractor at the work site.

4.16.1.1. Type: Automobile Property Damage Insurance Amount: ¥3,000,000 or Dollar equivalent Bodily Injury Insurance Amount: ¥30,000,000 or Dollar equivalent

4.16.1.2. All vehicles must be properly inspected/insured in accordance with Japanese Compulsory Insurance (JCI) requirements.

4.16.2. Prior to the commencement of work hereunder, the Contractor shall furnish to the Contracting Officer a certificate or written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the U.S. Government in such insurance shall not be effective for such period as may be prescribed by the laws of the state in which this contract is to be performed and in no event less than thirty (30) days after written notice thereof to the Contracting Officer.

4.17. TYPHOON PROCEDURES.

4.17.1. Tropical Cyclone Condition of Readiness 2 (TCCOR 2 or TC-2). When Tropical Cyclone Condition of Readiness 2 (TCCOR 2 or TC-2) is declared by Kadena AB Weather authorities, the contractor shall perform a general cleanup of government furnished facilities (open area as specified in Appendix A) and secure all items within the work area. This shall include contractor field offices that will be securely anchored by heavy cable as approved by the Base Civil Engineer representative.

4.17.1.1. TCCOR 1C. When Tropical Cyclone Condition of Readiness 1C (TCCOR 1C or TC-1C) is declared by Kadena AB Weather authorities, the contractor shall complete securing all contractor-owned equipment and Government-Furnished property and depart the military installation and monitor radio/television for changes in Tropical Cyclone Condition of Readiness.

4.17.1.2. TCCOR SW. When Tropical Cyclone Condition of Readiness "STORM WATCH" (TCCOR SW or TC-SW) is declared by Kadena AB Weather authorities, normal grounds maintenance schedules shall be resumed.

4.18. PHASE OUT.

4.18.1 If there is a change in contractor or if the operation reverts to in-house, the incumbent contractor will provide familiarization, to the government or the follow-on contractor, whichever the case may be. During the phase-out familiarization period, the incumbent will be fully responsible for the operation of the Ground Maintenance services specified in this PWS and the contract.

4.18.2 The government reserves the right to conduct site visits in all contractor operated facilities in conjunction with the solicitation of offers for the follow-on contract. In the event the follow-on contract is awarded to other than the incumbent, the incumbent contractor will cooperate to the extent required to permit an orderly change over to the successful contractor. With regard to the successor contractor's access to incumbent employees, a recruitment notice may be placed in each facility.

5. APPENDIX

- A. Estimated Workload Data**
 - a. Kadena Air Base**
 - > All Housing Areas on Kadena**
 - > Chibana MFH**
 - > O'Donnell Gardens MFH**
 - b. Camp Foster Housing Areas**
 - > Sada MFH**
 - > Chatan MFH**
 - > Kishaba MFH**
 - > Futenma MFH**
 - > Camp Lester MFH**
 - > Plaza MFH**
 - c. Camp Courtney MFH**
 - d. Camp McTureous MFH**
 - e. Camp Kinser MFH**